IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
FAYETTEVILLE DIVISION

IN RE: RICHARD H. AND NANCY R. DONCKERS, Debtors **No. 5:05-bk-75192**
Ch. 7

QUALITY FOODS, INC. d/b/a
PFG LITTLE ROCK **PLAINTIFF**

vs. **AP No. 5:05-ap-07158**

RICHARD H. DONCKERS **DEFENDANT**

MEMORANDUM OPINION AND ORDER

Before the Court is the plaintiff's, Quality Foods, Inc., d/b/a PFG Little Rock [Quality Foods], Complaint to Determine Dischargeability of Debt [the Complaint] filed with respect to separate debtor, Richard H. Donckers [Donckers]. For the reasons set forth below, the Complaint is denied in part and granted in part.

JURISDICTION

This Court has jurisdiction over this matter under 28 U.S.C. § 1334 and 28 U.S.C. § 157, and it is a core proceeding under 28 U.S.C. § 157(b)(2)(I). The following opinion constitutes findings of fact and conclusions of law in accordance with Federal Rule of Bankruptcy Procedure 7052.

FACTS

Quality Foods seeks to deny Donckers his discharge with respect to $75,584.72 of debt incurred in the operation of Market Foods, a high-end grocery store operating in Rogers, Arkansas. The debt comprises six checks uttered in December 2004 and January 2005 on the Market Foods account. Each check was signed by Donckers, who at all pertinent times was the president of Market Foods.

Quality Foods is in the business of wholesaling food products to entities such as Market Foods. Its principal Arkansas office is located in Little Rock; it has a satellite office in

Lowell, Arkansas, fairly close to the Market Foods location in Rogers. Listing himself as "Owner," Donckers executed a Customer Account Application, Credit Agreement and Security Agreement [the Agreement] with Quality Foods on April 10, 2000. The business entity referred to in the Agreement is "The Market at Pinnacle Point." From the trial testimony, it appears that the entity that became Market Foods was not in existence at the time the Agreement was executed. Donckers's signature also bound him personally as a guarantor.

Initially, the payment terms pursuant to the Agreement were bi-weekly. Subsequently, Market Foods entered into a Purchasing Program contract [the Contract] with Quality PFG and Thoms Proestler (TPC) PFG, effective September 1, 2003. Donckers did not execute or guarantee the Contract. Under the Contract, the credit terms were altered to net thirty days.

In addition to serving as Market Foods's president and one-third owner (Market Foods was an LLC and Donckers was a member with a one-third ownership interest), Donckers was the sole owner of Retail Strategies International, the management company that managed the affairs of Market Foods. Thus, Donckers stood to profit from Market Foods's success in at least three ways: (1) as a member owner of the LLC, (2) as Market Foods's salaried president, and (3) as the owner of the management company.

At some point after execution of the Contract, Quality Foods began to experience collection problems with the account. Consequentially, Quality Foods initiated a COD program with Market Foods. Donckers was the principal contact person and had frequent, if not daily, contact with representatives of Quality Foods.

However, the COD program was not successful and the parties subsequently entered into a pre-pay relationship. Procedurally, Quality Foods's sales staff would gather up all of that day's orders from Market Foods, compute a total dollar amount, and convey that information to Market Foods. Market Foods would then deliver a check to Quality

Foods's office in Lowell for the groceries that would be delivered later the same or next day. The Lowell office would then forward the check to the Little Rock office later that initial day or on the following afternoon. The groceries would be delivered prior to the Little Rock office receiving the check. After receiving the check from the Lowell office, Quality Foods in Little Rock would deposit it into its account at a Little Rock bank. This resulted in further delay as the check was processed and presented back to Market Foods's account at Chambers Bank of North Arkansas [Chambers Bank].

Donckers's role in the initial transition to the pre-pay relationship is not totally clear. The credit manager with Quality Foods testified that Donckers was advised of the pre-pay arrangement. Later, Donckers testified that he "persuaded" Quality Foods to continue the relationship by using either the COD or the pre-pay arrangement. Quality Foods was aware that Market Foods was, by this time, in financial distress, but relied on their long term relationship and general, but unspecified (at least on this record), conversations with Donckers. However, as the pre-pay relationship progressed, the conversations were frequent, if not daily, and Donckers was the principal contact with respect to the payment arrangements.

Despite its characterization as such, this was not a true pre-pay arrangement. A pre-pay arrangement should consist of cash on delivery, a wire transfer, a certified check, or, at the very least, confirmation with the drawee bank that funds are available and would be held prior to delivery. In practice, the procedure adopted by these parties was simply an extension of credit, albeit on shorter and more restrictive terms. The arrangement apparently came about because historically the Market Foods's checks were not always immediately available under the COD procedure (which for similar reasons was more an extension of credit and not truly a COD arrangement).

In late December 2004 and early January 2005, a series of Market Foods checks were dishonored in the aggregate amount of $75,584.72. Donckers signed each check. An initial batch of four December checks were returned to Quality Foods on January 12,

2005;[1] the two remaining checks were returned in a second batch in late January. As soon as Quality Foods's credit manager in Little Rock learned of the first batch of returned items, deliveries were halted. Despite the fact that the initial batch of checks were returned and received by Quality Foods on January 12, the credit manager was not sufficiently aware of them in time to stop deliveries on January 13. The January 13 deliveries generated two checks written that date, one for $13,339.10 and another for $11,065.47, for a total of $24,404.57. Market Foods, LLC filed its bankruptcy petition on January 24, 2005.

All of the referenced checks were drawn on Market Foods's account and signed by Donckers in his capacity as president of Market Foods. Were the inquiry to stop here, this would simply be a case involving an unproductive extension of credit between two companies. However, Quality Foods contends that Donckers should be personally liable for the dishonored checks and that his liability should be nondischargable.

DISCUSSION

Specifically, Quality Foods has asked the Court to determine the dischargeability of Market Foods's debt resulting from the insufficient funds checks in the context of Donckers's individual bankruptcy case. In order for liability to attach to Donckers, Quality Foods must show that Donckers is in some way independently, jointly or severely liable with Market Foods for the dishonored checks. If personally liable, then the issue of dischargeability can be examined under 11 U.S.C. § 523. As will be discussed below, at times the law is coextensive in that similar elements present themselves concerning the liability of an agent and the resulting issue of dischargeability should the debt actually attach to the agent. However, a clear distinction must be made between liability and dischargeability.

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[1] For example, a check dated December 22, 2004, was received on December 23, and deposited on December 28. It then had to be presented to Chambers Bank, and was subsequently dishonored and returned on January 12, 2005.

At this juncture, the Court must examine the Complaint to ascertain specifically the basis for Quality Foods's assertion that the amounts represented by the checks "are a debt of Donckers . . . ." (Compl. at 4.) In the first instance, Quality Foods alleges that its representative "negotiated an oral arrangement with Donckers, on behalf of Market Foods, for Donckers to sign checks payable to Plaintiff for the exact cost of an order to be placed with the Plaintiff." (Compl. ¶ 8.) This certainly implies that the agreement was with Market Foods, with Donckers acting soley as its agent. Conversely, the Complaint then suggests that the agreement was with Donckers, alleging that the "oral agreement between the Plaintiff and *Donckers* was that the Plaintiff have good funds in hand prior to delivery of the merchandise." (Compl. ¶ 8 (emphasis on Donckers added).) Then, Quality Foods completes the shift to Donckers by alleging that Donckers intentionally and willfully, with the intent to deceive; fraudulently; or with false pretenses, false representations, or actual fraud, tendered the insufficient funds checks to Quality Foods. (Compl. ¶ 12.)

The Court can quickly dispose of Quality Foods's effort to attach personal liability based on an oral contract. There is nothing in the record that supports an oral agreement between Quality Foods and Donckers individually. There is an express written contract between the business entities. If, for arguments sake, the Court accepts that there was an oral agreement independent of or ancillary to the Contract, clearly it was between Quality Foods and Market Foods, with Donckers acting solely as the latter's agent.

As a general rule, corporate officers are ordinarily not liable for corporate debts. *In re Pettit* (*Coyne v. Arkansas Kitchen Ctr., Inc.*), 17 B.R. 21, 24 (Bankr. E.D. Ark. 1981). There are three exceptions to the general rule. First, a constitutional or statutory provision may attach liability to an officer of a corporation. *Id.* (citing 19 C.J.S. *Corporations* § 839, pp. 262-63 (1940)). Second, an officer may enter into an agreement to be held liable, such as a personal guaranty. *Id.* And third, the officer's own tortious act may create the liability. *Id.* (citing 19 C.J.S. *Corporations* § 845, pp. 272-73 (1940)). Quality Foods has not presented any evidence relating to a constitutional or statutory provision

attaching liability in this instance, nor did it suggest that any such provision exists. Further, Donckers testified that he did not sign a personal guaranty on behalf of Market Foods relating to the September 2003 Contract. Therefore, Quality Foods's sole recourse is to prove that Donckers engaged in some tortious act sufficient to impose personal liability.

If Quality Foods is successful in its action against Donckers individually for an alleged tortious act, then it becomes incumbent on the Court to analyze the resulting debt as to dischargeability. Section 523(a)(2)(A) provides three distinct, but often intermingled, basis for nondischargeability: false pretenses, a false representation, or actual fraud. The Court will examine each of these in turn, but first must discuss the issue of Donckers's personal liability.

A. TORTIOUS ACTS SUFFICIENT TO IMPOSE PERSONAL LIABILITY

Here, the Court must be careful in examining Donckers's actions. Specifically, the above enumerated basis for nondischargeability, while they sound in tort and are frequently coextensive with the elements of many basic tort causes of action, are not substitutes for a cause of action in tort sufficient to attach liability to Donckers for the debt, which debt must then be analyzed to determine dischargeability. Because the elements are so similiar, and generally no real issue exists regarding from whom the debt is owed, dischargeability cases are frequently tried without the necessity of making a distinction between liability and dischargeability. However, this case presents the Court with just that task. It simply is not a given that the debt in question is Donckers's debt. To make that determination, which would attach liability to a corporate officer acting in his representative capacity, the Court must turn to Arkansas law. Given that the Court has already found that no oral contract exists between Quality Foods and Donckers, the only remaining basis for liability to attach to Donckers is for his own tortious conduct under Arkansas law.

Under Arkansas law, the typical "fraud" or misrepresentation causes of actions, however

denoted, generally refer back to five essential elements:

> (1) a false representation of material fact; (2) knowledge that the representation is false or that there is insufficient evidence upon which to make the representation; (3) intent to induce action or inaction in reliance upon the representation; (4) justifiable reliance on the representation; and (5) damage suffered as a result of the reliance.

Knight v. Day, 36 S.W.3d 300, 302-03 (Ark. 2001). Arkansas law recognizes that silence, or omitting to speak, can be the equivalent of a false representation of a material fact. The Supreme Court of Arkansas, in *Bridges v. United Savings Association*, adopted the following language:

> "The concealment of a material fact may be equivalent to a false representation and be sufficient upon which to predicate a charge of fraud; however, mere silence is not representation and in the absence of a duty to speak . . . silence as to a material fact does not of itself constitute fraud, although one who, instead of merely remaining silent, misrepresents or take steps to conceal material facts, or who says or does something to avert inquiry, is guilty of fraudulent concealment . . . .
> Where the parties deal at arm's length, there is no duty of disclosure where the facts are equally within the means of knowledge of both parties. If a fact is peculiarly within the knowledge of one party and of such a nature that the other party is justified in assuming its non-existence, there is a duty of disclosure."

Bridges v. United Sav. Ass'n, 438 S.W.2d 303, 306 (Ark. 1969) (citation omitted) (quoting 37 C.J.S. *Fraud* §§ 15, 16, p. 242).

With respect to the first four checks, all tendered in December 2004, the Court finds that under Arkansas law the justifiable reliance element of misrepresentation was not proven with respect to Donckers. Because the burden of proof on this element was not met, the Court is not required in this opinion to determine whether a check is in fact a "statement in writing" within the context of Arkansas law or § 523(a)(2)(B). Accordingly, Donckers is not contractually or tortiously liable to Quality Foods for the first four checks. Thus, no debt exists which would then be subject to a dischargeability analysis (which would invite a similar result were the Court simply to apply directly the elements under § 523(a)(2)(B) or § 523(a)(2)(A)). While the definitions of "actual fraud" or "false pretenses" under § 523(a)(2)(A) might sound inviting and suggest a broader and less

restrictive examination of Donckers's activities, the Court must be conscious of and bound by the fact that they relate to dischargeabilty, not the fundamental attachment of liability for a debt. If it was clear that the debt was one from Donckers to Quality Foods, then the Court could rightfully examine that debt under the less restrictive and broader "actual fraud" or "false pretenses" standards as defined below. But, because the "debt" (see § 523(a) and § 101(12)) was Market Foods's, and not Donckers's, the Court lacks the necessary predicate to examine its dischargeability.

The initial four checks were executed by Donckers on behalf of Market Foods. Applying Arkansas law, any reliance asserted by Quality Foods was simply not justifiable. Beginning in June 2004, Quality Foods experienced collection difficulties with the Market Foods's account. The parties then went to a COD relationship. As discussed above, a COD relationship implies cash, certified funds, or, at the very minimum, actual bank assurance of collectibility at the time of delivery, and contemplates a contemporaneous exchange. The testimony was clear that the COD relationship failed. The parties then went to what was characterized as a pre-pay relationship. That was not an accurate characterization. In fact, the evidence simply reflected an unsuccessful extension of credit. For goods delivered, the tendered checks were dropped off at the Lowell branch for Quality Foods and not transmitted to the Little Rock office until either later that day or the end of the next day. Thereafter, the Little Rock branch deposited the checks into its account and experienced the normal and reasonable delay attendant to its bank making demand on Chambers Bank for the checks to be honored. This is credit, not a COD or pre-pay relationship.[2] Although aware of this poor credit history and taking these unusual steps, in the end Quality Foods simply engaged in a credit relationship with Market Foods.

[2] Although a contemporaneous exchange of a check for goods might support a "hot check" criminal proceeding, the attendant facts in the Quality Foods/Market Foods relationship vitiate an analogous civil consequence when examined from the perspective of justifiable reliance.

There was insufficient testimony reflecting representations or omissions from Donckers, either as an agent of Market Foods or individually, upon which Quality Foods could purport to have justifiably relied in continuing to extend credit. In fact, the credit manager for Quality Foods testified that he mainly relied on the long-term relationship between the two companies.

At all times, it was Market Foods's account on which the items were drawn. If the checks constitute a representation, then it was Market Foods, not Donckers, making the representation. Donckers would be the person signing the check, but, again, the proof is insufficient that he personally made false or misleading statements or omissions upon which Market Foods justifiably relied such that personal liability would result. In fact, Donckers, unbeknown to Market Foods, frequently favored their checks by holding other checks in his desk drawer.

As Market Foods experienced increasing financial difficulties, Donckers spent his days examining and monitoring the Market Foods's checking account with respect to deposits and demands on the account. There was testimony that Donckers had been instructed by other members of the Market Foods LLC not to write insufficient funds checks. In the first instance, there was no testimony that Quality Foods was aware of this or relied upon it at the time. Second, despite that instruction, Donckers in fact favored Quality Foods as he assessed and monitored checks written, tendered, or held in contemplation of actual or anticipated account balances. Again, the testimony simply does not support this Court finding under Arkansas law that Donckers individually made false or misleading statements or omissions upon which Quality Foods justifiably relied sufficient to attach personal liability for signing a separate business entity's checks. This finding relates specifically to the first four checks tendered in December 2004, and returned January 12, 2005.

However, the same result does not suggest itself with respect to the two January 13, 2005, checks. Here, the circumstances had changed dramatically between the issuance of

the original four checks in December 2004 and the last two checks in January 2005. Specifically, the CFO of the management company for which Donckers served as president testified that, beginning in Summer 2004, he prepared daily cash reports that were reviewed by Donckers. It was evident that Market Foods was in financial difficulty. The purpose of the daily financial reports was to enable the CFO and Donckers to monitor receipts and payments out of the Chambers Bank checking account in an effort to keep Market Foods operating. The daily financial reports were not always exact; in fact, daily balances in the account would fluctuate based upon sales receipts, credit card reimbursements, checks, and insufficient funds charges. Deposits could happen at varying times and in varying amounts, and were incapable of exact estimation. It was Donckers's practice to take these reports and examine them against bills received and checks written. As stated above, Donckers testified that he held numerous checks and favored Quality Foods as he needed their product to keep Market Foods in business.

While this system may have sufficed to explain adequately Donckers's actions with respect to the December checks, this system does not adequately justify his actions in January. In actuality, this practice and procedure defines his personal fraud and misrepresentation in the context of the January checks. Specifically, as of December 30, 2004, Market Foods had issued four checks to Quality Foods. All of these checks began the presentment process in late December or early January 2005. On January 12, 2005, the initial four checks were returned to Quality Foods. However, the credit manager was not aware of them in time to stop the January 13 shipment of product in exchange for the two January 13 checks. The Quality Foods's credit manager testified that he would have stopped those shipments had he realized in time that the previous four checks had been dishonored.

Conversely, the facts demonstrate that by January 11, Donckers was well aware that his juggling act was over. In addition to the daily cash reports, the CFO also provided Donckers with daily reports of checks that had been returned. The returned checks reports of December 30/31, 2004; January 6, 2005; January 7, 2005; and January 11,

2005, reflected incrementally that all of the December Quality Foods's checks had been dishonored. Thus, before the January 13 checks were issued in exchange for product, Donckers knew the checks to Quality Foods were bouncing; he knew there was an agreed pre-pay arrangement with Quality Foods; and he had to have known that he was privy to this information from the daily reports before Quality Foods would have known, given that the checks had to be processed back to Quality Foods's account from Chambers Bank following demand and dishonor. Additionally, the CFO testified that the account was substantially overdrawn, and the January 14 daily report reflects that the account was overdrawn in excess of $229,000.00. Despite all this information, Donckers proceeded with writing checks on January 13 to Quality Foods in order to keep product on the shelves.

The Court has no difficulty in finding that, under Arkansas law, Donckers individually had a duty to speak, the failure of which equates to a false representation of a material fact, known to be false, with the intent to induce action in reliance upon the representation, that the reliance was justifiable, and which resulted in damage to Quality Foods. The facts were no longer within the means of both parties. Donckers chose to conceal a material fact, that the pre-pay checks were being dishonored, under circumstances where he was in a superior position of knowledge and based on a credit history where Quality Foods was justified in assuming that the credit relationship was proceeding as it always had, and that the previous checks were simply in the process of being honored.

Beginning on December 30 or 31, 2004, Donckers became aware that Quality Foods's checks were bouncing.[3] By January 11, 2005, Donckers knew that all the prior December

[3] Although three checks were written to Quality Foods on December 30, 2004, the record simply does not support a finding that Donckers was aware of the December 22, 2004, check being dishonored at that time. The only evidence in the record was the CFO's daily returned check report, which was dated "12/30/04 12/31/04." (Plf.'s Ex. 16.) The report could not have been generated until December 31, the day after the three

checks were coming back. Despite this knowledge, he signed the January 13 checks, which he knew had no prospect of being honored. While Quality Foods was simply engaging in a credit transaction with Market Foods, albeit on restrictive terms, reliance on the mere execution and tender of a check is not sufficient to warrant a finding of fraud or misrepresentation. This is especially true given Donckers's testimony of his system of favoring Quality Foods in the check writing and holding process. However, by January 11, Donckers personally knew the juggling act was over, and that it was over specifically with respect to Quality Foods, a party he had been favoring by his use of the daily reports and his check writing and holding practices. Their prior history reflected that Quality Foods had a reasonable belief that Market Foods was in financial difficulty, but would not deliberately issue a check that had no prospect of ever being honored. Juggling the money in times of financial distress, while inappropriate, does not per se constitute fraud. Deliberately withholding the knowledge that this underlying and appropriate assumption was no longer valid, and doing so from a position of superior knowledge, will support a finding of fraud or misrepresentation.

B. LIABILITY UNDER § 523(a)(2)(A)

Accordingly, Donckers, by virtue of his own tortious conduct under Arkansas law, is individually liable to Quality Foods for the two January 13, 2005 checks. Therefore, it is appropriate to conduct a dischargeability analysis under § 523(a)(2)(A).[4] This section offers three alternatives: false pretenses, a false representation, or actual fraud. The second alternative has elements similar to those of fraud under Arkansas law. The other two are broader and less restrictive.

First, according to the Eighth Circuit Bankruptcy Appellate Panel, a "false pretense"

December 30 checks were issued. There was no other clear evidence that could further enlighten the Court with regard to Donckers's knowledge at the time the December 30 checks were written.

[4] The elements of § 523(a)(2)(B) are simply not met given the lack of a statement in writing.

> "involves implied misrepresentation or conduct intended to create and foster a false impression." *In re Guy*, 101 B.R. 961, 978 (Bankr. N.D. Ind. 1988). "[W]hen the circumstances imply a particular set of facts, and one party knows the facts to be otherwise, that party may have a duty to correct what would otherwise be a false impression. This is the basis of the 'false pretenses' provision of Section 523(a)(2)(A)." *In re Malcolm*, 145 B.R. 259, 263 (Bankr. N.D. Ill. 1992) (citing *In re Dunston*, 117 B.R. 632, 639-41 (Bankr. D. Colo. 1990)).

Merchants Nat'l Bank v. Moen (*In re Moen*), 238 B.R. 785, 791 (B.A.P. 8th Cir. 1999). See also *Check Control, Inc. v. Anderson* (*In re Anderson*), 181 B.R. 943 (Bankr. D. Minn. 1995), where the court recognized the concept of "false pretenses" as contemplating

> "a series of events, activities or communications which, when considered collectively, create a false and misleading set of circumstances, or false and misleading understanding of a transaction, in which a creditor is wrongfully induced by the debtor to transfer property or extend credit to the debtor. 'False pretense' may, but does not necessarily, include a written or express false representation. It can consist of silence when there is a duty to speak."

Id. at 950 (quoting *In re Dunston*, 117 B.R. 632, 641 (Bankr. D. Colo. 1990)).

Second, a debt may be nondischargeable in Donckers's bankruptcy case under § 523(a)(2)(A), as a "false representation." Here, Quality Foods must prove that Donckers, individually: (1) made a representation, (2) that Donckers knew at the time was false, (3) that Donckers made the representation with the intention and purpose of deceiving Quality Foods, (4) that Quality Foods justifiably relied on the representation, and (5) that Quality Foods sustained damage as a result of the representation. *See Moen*, 238 B.R. at 790.

The third alternative under § 523(a)(2)(A) is for "actual fraud," defined by the Eighth Circuit Bankruptcy Appellate Panel as consisting of

> "any deceit, artifice, trick or design involving direct and active operation of the mind, used to circumvent and cheat another--something said, done or omitted with the design of perpetuating what is known to be a cheat or

> deception." *RecoverEdge L.P. v. Pentecost*, 44 F.3d 1284, 1293 (5th Cir. 1995) (quoting 3 Collier on Bankruptcy ¶ 523.08[5], at 523-57 to 523-58 (footnote omitted)). "The concept of actual or positive fraud consists of something said, done, or omitted by a person with the design of perpetuating what he knows to be a cheat or deception." *In re Stentz*, 197 B.R. 966, 981 (Bankr. D. Neb. 1996).

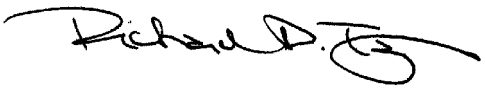
Moen, 238 B.R. at 790-91.

Donckers's tortious conduct is sufficient to attach personal liability for the two January 13, 2005, checks in the aggregate amount of $24,404.57. By applying the factual analysis outlined above, and examining Donckers's conduct under the broader definitions of false pretenses and actual fraud, the Court finds that Quality Foods likewise met it burden of proving nondischargeability under § 523(a)(2)(A) on the basis of false representation, false pretenses, and actual fraud.

The facts outlined herein and on the record demonstrate that the elements of a false representation have been met. Further, Donckers engaged in deceit or a design involving a direct and active operation of the mind to circumvent and cheat Quality Foods by withholding or omitting to provide information with the purpose of perpetuating a cheat or deception. He knew the pre-pay arrangement had failed, and he knew so from a position of superior knowledge. He had a pattern and procedure in place to favor Quality Foods, but once he realized that funds were simply no longer available, he deviated from the agreement of the parties and his own rather questionable internal procedures and signed checks that had no prospect of ever being honored. Donckers did so simply to get the product on the shelves which, as stated above, personally benefitted him as a member and president of the LLC and as the president of its management company. Donckers engaged in a series of activities that, when considered collectively, created a false and misleading set of circumstances which were specifically intended to induce Quality Foods to deliver product for which there could be no payment.

The Court will enter a separate judgment in favor of Quality Foods in the amount of $24,404.57.

IT IS SO ORDERED.



April 26, 2006
DATE

RICHARD D. TAYLOR
UNITED STATES BANKRUPTCY JUDGE

cc: J.R. Buzbee
J. Christopher Harris